

EXHIBIT E

In The Matter Of:
DR. KAMIAR ALAEI v.
STATE UNIVERSITY OF NEW YORK, et al.

JAMES STELLAR
April 9, 2021

COVERING ALL UPSTATE NEW YORK

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Min-U-Script® with Word Index

JAMES STELLAR

1

1 STATE OF NEW YORK

2 COURT OF CLAIMS

3 -----:

4 In the Matter of the Claim by

5 DR. KAMIAR ALAEI,

6 Claimant,

7
8 - Against -

Claim Number:

9 132554

10 STATE UNIVERSITY OF NEW YORK,

11 STATE UNIVERSITY OF NEW YORK AT ALBANY,

12 and THE STATE OF NEW YORK,

13 Respondents.

14 -----:

15 DEPOSITION of: JAMES STELLAR

16 (Respondent Agent)

17
18 Friday, April 9, 2021

19 1:35 p.m. - 4:17 p.m.

20
21
22 HELD: Via Zoom Video Conferencing

23
24 Reported by: Deborah M. McByrne

JAMES STELLAR

2

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2
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10
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20
21 ALSO PRESENT:

22 Dr. Kamiar Alaei

JAMES STELLAR

3

1 S T I P U L A T I O N S

2
3 IT IS HEREBY STIPULATED, by and between the
4 attorneys hereto, that:

5 All rights provided by the C.P.L.R, and
6 Part 221 of the Uniform Rules for the Conduct of
7 Depositions, including the right to object to any
8 question, except as to form, or to move to strike
9 any testimony at this examination is reserved; and
10 in addition, the failure to object to any question
or to move to strike any testimony at this
examination shall not be a bar or waiver to make
such motion at, and is reserved to, the trial of
this action.

11 This deposition may be sworn to by the
12 witness being examined before a Notary Public other
13 than the Notary Public before whom this examination
14 was begun, but the failure to do so or to return the
original of this deposition to counsel, shall not be
deemed a waiver of the rights provided by Rule 3116
of the C.P.L.R, and shall be controlled thereby.

15
16 The filing of the original of this
17 deposition is waived.

18 IT IS FURTHER STIPULATED, that a copy of
19 this examination shall be furnished to the attorney
for the witness being examined without charge.
20
21
22
23
24
25

JAMES STELLAR

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1 JAMES STELLAR,
2 was called as a witness, and having been first
3 duly sworn, was examined and testified as
4 follows:

5 EXAMINATION BY

6 MR. CASTIGLIONE:

7 Q. Good afternoon, Mr. Stellar. My name is
8 Joe Castiglione. I'm an attorney with the law firm
9 of Young/Sommer. We represent Dr. Kamiar Alaei in a
10 lawsuit concern -- or in a lawsuit with the State of
11 New York concerning claims Dr. Alaei has asserted
12 against the State relating to his employment with
13 SUNY Albany.

14 I'm going to be asking you a number of
15 questions today to probe what knowledge or
16 information you might have that's relevant to the
17 lawsuit. The defendant -- your counsel, I'm sorry,
18 might interpose an objection. Those are for the
19 record. You still have to answer the question.
20 Just let the counsel make the objection on the
21 record, let the stenographer record it and then you
22 can answer.

23 The stenographer is here to swear you
24 in under oath. She is here to create a transcript
25 of what we're discussing today. For purposes of

JAMES STELLAR

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1 maintaining the transcript, let me ask the full
2 question and finish before you answer, because she
3 can't type us both talking at the same time.

4 If you can also respond verbally.
5 Some people might head nod or make a noise. It's
6 common. Just articulate your response so she can
7 write it down.

8 And everything is going to be on the
9 record, unless we both agree to go off the record.
10 If I ask you a question, please respond to the best
11 of your ability. If it's not clear or you don't
12 understand, you can let me know and I'll try to
13 rephrase.

14 If you need to take a break or talk to
15 your attorney, that's fine. If a question is posed
16 to you first, you have to answer the question before
17 we take a break or you speak with counsel.

18 And otherwise, is there any reason you
19 can't respond truthfully or accurately today to the
20 best of your ability to the questions presented?

21 A. There is no reason. I'm ready to go.

22 Q. Okay. Did you review any documents in advance of
23 today's deposition for preparation?

24 A. Yes, I was sent a PDF file which had e-mails and
25 other items in it --

JAMES STELLAR

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1 (Phone ringing.)

2 Q. Sorry. Okay. Sorry about that.

3 A. So, yes, I reviewed a PDF file that was sent to me
4 which had e-mails and other documents in it.

5 Q. Okay. Was that provided by your counsel?

6 A. It was provided by my counsel.

7 Q. Other than counsel, did you have conversations with
8 anyone in advance of your deposition today?

9 A. I did not.

10 Q. Are you currently employed?

11 A. I am.

12 Q. What's your current employment position?

13 A. I'm a Professor of Behavior Neuroscience in the
14 Department of Psychology at the University at
15 Albany.

16 Q. And how long have you held that position?

17 A. Since January of 2019, so two-year sum.

18 Q. And your position is limited to just being a
19 professor and teaching classes and whatnot?

20 A. That's correct.

21 Q. Were you employed before January 2019?

22 A. I was.

23 Q. What was your immediate employment before
24 January 2019?

25 A. Immediately before, I was the Provost under

JAMES STELLAR

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1 President Havidan Rodriguez.

2 Q. Could you explain to me what that position entailed?

3 A. The President is the Chief Academic Officer and
4 Senior Vice President and the Deans report to the
5 Provost who, in turn, reports to the President.

6 Q. So you reported directly to the President?

7 A. Yes.

8 Q. And how long did you hold that position?

9 A. I came in 2015 as Provost and also in January, but
10 during that period, I was one year the Interim
11 President.

12 Q. In terms of the year 2018, what was your employment
13 with SUNY Albany?

14 A. I believe -- let's see. That's going to be hard for
15 me to figure out. It's been a while ago.

16 Jeez, you know, I don't really
17 remember authoritatively. I was maybe President
18 then. I think that might have been the case. Maybe
19 I was back to being Provost. I was back to being
20 Provost. Let me say I remember.

21 Q. Let me ask you this: Hold on a second.

22 Were you, at the time, Provost and
23 Senior Vice President for academic affairs?

24 A. I believe that's correct.

25 Q. And can you explain to me what your job

JAMES STELLAR

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1 responsibilities were as Provost and Senior Vice
2 President for academic affairs?

3 A. I'd be happy to. The Provost oversees the Deans who
4 oversee the Department Chairs who oversee the
5 faculty. And the responsibilities include the
6 students and their courses. Also, at the time, it
7 included the admissions.

8 And then the other side of the
9 hierarchy is the faculties' research, and I was in
10 charge of the faculties' appointments. There is a
11 Research Vice President, but I worked very closely
12 with him when it came to managing the appointments
13 of the faculty and their research. So it's a
14 research and teaching supervision position.

15 Q. Did you have any responsibilities related to
16 disciplinary investigations for employees under the
17 United University Professions agreement?

18 A. Well, since I was the next report after the Deans,
19 yes, I would be involved in those operations. But
20 it wasn't my primary responsibility to do
21 disciplinary actions. That was for human resources.

22 Q. Typically, what was the type of involvement you
23 would have in a disciplinary proceeding?

24 A. Typically, the matter would come to my attention
25 either through human resources or through the chain

JAMES STELLAR

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1 of command that I just discussed. If it came to me
2 directly, I would refer to human resources. If it
3 came through human resources, then I would consult
4 with them from the point of view of the appointment
5 of the person involved, and this could include
6 students.

7 Q. And if I could refer you to what has been previously
8 identified -- and I want to share a screen --
9 previously been identified as Claimant's Exhibit K.
10 I'll scroll down.

11 Are you familiar with the agreement
12 between United University Professions and the State
13 of New York? This one here being July 2011 to
14 July 2016.

15 A. In general, I am. It's a large document, so maybe
16 not so much in particulars.

17 Q. Okay. And just so you know, if I refer to the UUP
18 agreement, I'm referring to the document here on the
19 screen, agreement between United University
20 Professions and the State of New York?

21 A. I understand.

22 Q. And also, if I refer to SUNY or the University, I'm
23 referring to the State University of New York at
24 Albany.

25 A. Got it.

1 Q. Okay. I'm going to show you what had been
2 previously identified as Claimant's Exhibit A-1.

3 If you could take a look at what's
4 been identified as Claimant's Exhibit A-1. It's a
5 letter from SUNY Albany to Dr. Kamiar Alaei dated
6 February 8, 2018.

7 A. Yep.

8 Q. Do you recognize this document?

9 A. I do.

10 Q. Can you explain to me your understanding what this
11 document is?

12 A. So this is a letter from the human resources vice
13 president to Dr. Alaei, advising him that he is on
14 alternate assignment, as described in the document
15 below.

16 Q. Okay. And did you ever learn of the grounds for
17 SUNY to conduct the disciplinary investigation
18 that's identified in this letter and to place
19 Dr. Alaei on alternative assignment?

20 A. I was involved in the sense that the matter was
21 brought to my attention, so I guess the answer is
22 yes.

23 Q. So when you say the matter was brought to your
24 attention, could you explain to me what was brought
25 to your attention?

JAMES STELLAR

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1 A. Yes, I will. The -- An allegation was made by some
2 of the individuals in the center that came up
3 through Chantelle Cleary, who was the Title IX
4 Coordinator, who reports to the President, I
5 believe, but she kept me abreast of something that
6 was happening with one of my faculty. So that's
7 when I first learned of it.

8 Q. Okay. So Ms. Cleary, Chantelle Cleary, brought
9 something to your attention and that's when you
10 first learned of it?

11 A. As I remember, yes, that's correct.

12 Q. Okay. And do you recall when she brought that to
13 your attention? Was that shortly before this
14 February 8, 2018, letter; is that fair to say?

15 A. Yes, it was before.

16 Q. Okay. This letter discussed how human resources was
17 conducting a disciplinary investigation under the
18 agreement between the State of New York and United
19 University Professions. Was Ms. Cleary also
20 conducting her own investigation under Title IX?

21 A. I believe she was, but there's coordination between
22 units. And so I'm not sure whether the human
23 resources vice president didn't subsume or take over
24 that investigation. That, I just don't know.

25 Q. Okay. Did you participate in the investigation

JAMES STELLAR

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1 concerning Dr. Alaei?

2 A. Yes, I did. I had some conversations with Cleary
3 and also conversations with Stark. I did not do any
4 investigating myself.

5 Q. Okay. Did you have conversations with the
6 President's office at the time -- or strike that.

7 Did you have conversations with the
8 President at that time about the investigation?

9 A. Yes. I would have reported immediately to him, in
10 my regular meeting, this activity, and then stayed
11 in touch with him to advise him about what the
12 ultimate decision might be as it developed.

13 Q. Did you frequently communicate with the President
14 directly or did you have discussions with
15 Bruce Szelest or -- yeah, Szelest, as kind of an
16 intermediary?

17 A. Both. The President and I had weekly meetings,
18 roughly, and we also talked in between that as
19 needed. And then I would talk to Bruce Szelest,
20 perhaps, twice as frequent as that on various
21 matters that seemed to be appropriate to bring the
22 President's attention through him.

23 Q. Okay. Was your office overseeing the investigation
24 concerning Dr. Alaei?

25 A. I do not think so. I say that because I'm the

JAMES STELLAR

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1 Senior Vice President, but it was Cleary and Stark
2 who did the investigation.

3 Q. Were you involved in any employment decisions
4 concerning Dr. Alaei after this February 8, 2018,
5 letter?

6 A. Well, I would have been consulted on what the
7 disposition was and briefed the President on any
8 opinions I had. So in that sense, I was involved.

9 Q. Okay. Do you recall when the disciplinary
10 investigation identified in this February 8, 2018
11 letter came to an end?

12 A. I think it came to end -- in an end with he was
13 terminated, but I could be wrong about that.

14 Q. Okay. Are you aware about any efforts -- strike
15 that.

16 Are you aware of any efforts by SUNY
17 Albany to non-renew Dr. Alaei's employment beginning
18 in the spring of 2018?

19 A. Well, he was non-renewed and I believe it was about
20 then. So the answer's yes.

21 Q. Did you have any involvement with those efforts?

22 A. It would have been the involvement as described,
23 looking at the investigations and talking to the
24 President and to Bruce Szelest about any opinions I
25 had, since that was a natural reporting function.

JAMES STELLAR

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1 Q. So more of consultation and discussion of your
2 opinion?

3 A. Correct.

4 Q. I'm going to show you what has been previously
5 identified as Claimant's Exhibit B-8. If you can
6 take a look at this document. It's a letter from
7 SUNY Albany to Dr. Alaei dated August 10, 2018.

8 A. Okay.

9 Q. Is it fair to say this letter reflects a
10 determination by SUNY Albany to terminate -- elect
11 to terminate Dr. Alaei's employment effective
12 August 10, 2018?

13 A. Yes.

14 Q. Were you involved with that determination?

15 A. Yes, as I described previously, I would receive
16 briefings from the investigators and be involved in
17 discussions with the President and the President's
18 office through Bruce Szelest.

19 Q. Do you know why Dr. Alaei's employment was
20 terminated by SUNY, as reflected in this letter?

21 A. I do.

22 Q. Can you please explain it to me?

23 A. So this goes back to a case previously against his
24 brother where there was a formulation reached that
25 Dr. Alaei would continue to run the center, but keep

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1 his brother, Arash, from participating in
2 activities. And as part of the investigation, I was
3 told that that did not happen and that there was
4 involvement of Arash with the staff and the students
5 of the center. So that was what I remember led to
6 the agreement -- the termination.

7 Q. Was there an agreement between Dr. Kamiar Alaei and
8 SUNY that he would not allow Arash Alaei to be
9 involved in GIHHR matters after Arash Alaei left
10 SUNY Albany?

11 A. I believe that was the clear understanding that the
12 administration had with Kamiar and with Arash.

13 Q. Is that reflected in any document, as far as you're
14 aware; any e-mails or any letters or any contract?

15 A. That's a good question. I know that his direct
16 supervisor, Vice Provost Harvey Charles, was charged
17 with overseeing the center and that we appointed,
18 ultimately, two directors to take over Kamiar's
19 function when this arrangement came through.

20 So Dr. Charles, Vice Provost Charles,
21 had the authority, and my clear understanding with
22 him was that this was the arrangement. He reported
23 directly to me. That's why I had that
24 understanding. I don't believe I ever discussed
25 this with either of the Alaei brothers.

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16

1 Q. Okay. So you had a discussion with Dr. Charles that
2 Dr. Kamiar Alaei was not to allow Arash Alaei to
3 have any involvement with GIHHR after Arash Alaei
4 left SUNY Albany?

5 A. That is correct.

6 Q. But you did not ever have that discussion with
7 Dr. Kamiar Alaei?

8 A. As I recall, that is correct.

9 Q. So Dr. Charles -- was this conversation reflected in
10 an e-mail or any writing or was it verbal?

11 A. I don't know if we put it in an e-mail, but we met
12 regularly in the same way that I met with the
13 President. He was -- he reported to me and these
14 would happen and many things would be discussed in
15 those conversations, and this was one of them, as I
16 recall, and it was very clear that that was the
17 arrangement, at least from my perspective to
18 Dr. Charles.

19 Q. Do you recall Arash Alaei being on alternative
20 assignment at some point in time?

21 A. I believe that's the case. I haven't reviewed that
22 information, but I believe he was placed on
23 alternative assignment before the settlement was
24 reached.

25 Q. And was this -- sure.

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1 And was this agreement between you and
2 Dr. Charles about Arash Alaei not having any
3 communication or interaction with GIHHR, did that
4 apply during the alternative assignment?

5 A. During Kamiar's alternative assignment. Is that the
6 question?

7 Q. No, during Arash Alaei's. So I'll strike that.

8 You had just discussed that you had an
9 agreement and discussions with Dr. Charles about
10 Arash Alaei not having any involvement with GIHHR;
11 is that fair to say?

12 A. Yes, that's fair.

13 Q. Okay. And did that agreement -- Did that apply
14 during the time that Arash Alaei was on alternative
15 assignment?

16 A. So I'm going to have to say that I believe it did,
17 but I haven't reviewed any notations from long ago
18 to say that with definitive yes that that was the
19 case. So let me just restate that I believe that
20 that's the case.

21 Q. Okay. Did you ever advise -- strike that.

22 Do you know who Randy Stark is?

23 A. I do.

24 Q. Do you know who Brian Selchick is?

25 A. I do.

JAMES STELLAR

18

1 Q. Did you ever advise them about this agreement you
2 had with Dr. Charles about Arash Alaei not
3 communicating with GIHHR?

4 A. I believe we discussed it in our meetings, so the
5 answer would be yes.

6 Q. But you never had that conversation with
7 Kamiar Alaei?

8 A. As I recall, I never had that conversation with
9 Kamiar.

10 Q. If I can backtrack here, I'm just going to go back
11 to Claimant's Exhibit A-1.

12 Claimant's Exhibit A-1 is the
13 February 8, 2018 alternative assignment letter. Do
14 you know who decided to start this disciplinary
15 investigation?

16 A. Well, the disciplinary investigation would have come
17 out of the hierarchy, which would include the
18 Investigators Cleary and Stark. It would have
19 involved Charles as the direct supervisor. It would
20 have involved me and the President and
21 Bruce Szelest. So the hierarchy would have been in
22 natural consultation with each other as this
23 emerged.

24 Q. How many of these types of investigations have you
25 been involved with or participated in before this

JAMES STELLAR

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1 February 8, 2018, investigation?

2 A. This is my first one, I believe, as I remember, at
3 SUNY Albany.

4 Q. And how long had you been with SUNY Albany before
5 February 8, 2018?

6 A. I arrived in January of 2015 into the position of
7 Provost.

8 Q. Okay. Did you have any input into the drafting and
9 content of this letter, this Claimant's Exhibit A-1,
10 February 8, 2018 letter?

11 A. Yes, as part of the natural consultation process
12 that I mentioned earlier, we would have shared the
13 draft. No, I don't have a specific recollection of
14 something, but I'm going on general principle that
15 something like this would have been shared with the
16 aforementioned group and I would have seen it.

17 Q. Do you have an understanding of whether these terms
18 are typical or if they were specifically created for
19 Dr. Alaei's situation?

20 A. I don't know.

21 Q. I'm going to refer you to what's been identified as
22 Claimant's Exhibit A-2. Claimant's Exhibit A-2 is
23 an e-mail dated February 8, 2018, from
24 Brian Selchick to a number of individuals. In this
25 e-mail, Mr. Selchick discusses relieving KA of his

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1 card access keys and e-mail access.

2 Do you know why it was decided to have
3 Dr. Alaei have his card access and keys removed?

4 A. My understanding is that it was part of the
5 separation of him from the University during the
6 alternative assignment.

7 Q. Was that a direction from your office -- or strike
8 that.

9 Was that a direction from you?

10 A. It was not a direction from me.

11 Q. Was it a direction from the President's office?

12 A. This is a good question. I think we were following
13 what I assumed was standard practice, and that would
14 have been probably produced for us by human
15 resources, which has much experience in matters like
16 this.

17 Q. Okay. This February 8, 2018 e-mail from
18 Brian Selchick also discusses relieving Dr. Alaei
19 from e-mail access. Is it your understanding that
20 was part of standard practice at the time?

21 A. It is or was.

22 Q. So that was not a specific direction from you?

23 A. It's not a specific direction from me.

24 Q. Are you aware of whether the President issued that
25 specific direction?

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1 A. I don't know because the part of the connectivity of
2 the administration in arriving at these things,
3 there were independent conversations between the
4 President's office and Randy Stark's office. But
5 certainly, this was something that we would have
6 understood in some way or another before it was
7 issued.

8 Q. Was the President aware of these actions and the
9 two -- the February 8th alternative assignment
10 letter before they were made by SUNY Albany?

11 A. Again, I'd have to trust Bruce Szelest in terms of
12 the exact timing, but I believe the answer is yes.

13 Q. Okay. Do you know if there's any basis in the UUP
14 agreement for removing access to someone's e-mail
15 while they're on alternative assignment?

16 A. I do not.

17 Q. Do you know if anybody considered that issue at the
18 time?

19 A. I do not. I assumed that human resources did its
20 usual thorough job of making sure that we were
21 following standard practice.

22 Q. If I can refer you to what had been previously
23 marked as Claimant's Exhibit A-3.

24 Plaintiff's Exhibit A-3 contains a
25 series of e-mails, but the relevant one here is an

JAMES STELLAR

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1 e-mail from Karl Rethemeyer, R-E-T-H-E-M-E-Y-E-R,
2 dated February 8, 2018, to a number of people. It
3 looks like you were a recipient --

4 A. Yes.

5 Q. -- of this e-mail?

6 A. Yep.

7 Q. In this e-mail, Mr. Rethemeyer identifies someone
8 needing to pay attention to the GIHHR website. He
9 then says: "We will also need to change all
10 references to KA."

11 Do you have any understanding of why
12 that was needed?

13 A. So the University maintains websites on all of its
14 centers and departments and so on. It's quite a
15 large collection of websites. And after this
16 e-mail, it was brought to my attention that the
17 website did not comport with the alternate
18 assignment. It was something that needed to be
19 updated in there.

20 Q. So can you explain that to me when you say "didn't
21 comport with the alternative assignment"?

22 A. So I can't give you a specific reference because I
23 don't recall, but it would have been something like
24 he would have been, perhaps, listed as the director
25 on the website when that was no longer the case

1 because he was on alternative assignment.

2 Q. Is that typical, the change information about an
3 employee while they're on alternative assignment?

4 A. Yes, it is, if there are misleading, therefore,
5 information, such as someone thinks this person is
6 the Director when they're on alternative assignment
7 and are, technically, not the Director.

8 So, yes, we would try to get the
9 website in line with what was happening, and it
10 looks like here, we were behind a bit.

11 Q. Okay. If I can refer you to what's been marked as
12 Claimant's Exhibit A-4.

13 Claimant's Exhibit A-4, specifically,
14 I'm referring to an e-mail from Harvey Charles dated
15 February 8, 2018. Subject line is: "Invitation to
16 a GIHHR-wide meeting Friday, 2/9." And then it
17 appears that you're a recipient at the bottom.

18 If you can just read through this
19 e-mail quickly or take your time, whatever you need
20 to do.

21 A. Okay. I'm ready.

22 Q. Okay. Do you recall this e-mail?

23 A. I do.

24 Q. Why was this e-mail drafted?

25 A. Well, Harvey Charles is the direct supervisor of

JAMES STELLAR

24

1 GIHHR and had been for some time. And it was
2 thought by the University which I think would be the
3 President, the Provost, the HR Vice President, et
4 cetera, that we should inform, as best we could, the
5 staff and students of what the state was. So there
6 is just natural sharing of information in the
7 university about goings on.

8 Q. Okay. Did you review this e-mail personally before
9 it was sent out?

10 A. I do not believe I did.

11 Q. Do you recall if you had any input on this e-mail at
12 any time?

13 A. I might have, because, again, there was a bit of a
14 team effort here, Carlos (sic) Evangelist -- or
15 Jordan Carlos-Evangelist -- excuse me -- was very
16 instrumental in helping us produce clear
17 communications. He is the University spokesperson.
18 And so it's entirely possible that he showed it to
19 me in a draft form as he was drafting it for
20 Harvey Charles.

21 Q. Okay. Do you know if the President was aware of
22 this e-mail before it was sent out?

23 A. That, I do not know.

24 Q. Do you know why, if you look on this page, I'm
25 pointing on the first page of this e-mail,

1 Plaintiff's Exhibit A-4, or Plaintiff's Exhibit,
2 there's an address here, it's @virginia.edu.
3 There's another one @union.edu, @columbia.edu.

4 Do you know why this e-mail was sent
5 to other universities or outside SUNY Albany
6 addresses?

7 A. I assumed that it was sent to them because these are
8 the addresses that people that are identified with
9 the center use.

10 Q. Okay.

11 A. And I notice some of them, for example, are Gmail
12 addresses. And those people that I see with some
13 Gmail addresses might have had U Albany addresses as
14 well. So this was something that Charles would have
15 pulled together, a list of the people in the center.

16 Q. Okay. Do you recall what was said at this
17 February -- or strike that.

18 Did you attend the February 9, 2018
19 meeting referred to in Dr. Charles' e-mail at issue
20 here the February 8, 2018, e-mail?

21 A. That's a good question. I really do not recall if I
22 was there and that -- I'm sorry about that, but
23 there were many things going on and I can't
24 specifically say that I attended. I may have.

25 Q. Okay. So if I were to ask you do you have any

1 recollection of what was said at the meeting, I
2 would assume your response would be "I don't have
3 any recollection"?

4 A. Yes, that's my response.

5 Q. Does the University have any policy on sending
6 University-related matters to outside e-mail
7 addresses? I mean, non-Albany.edu addresses?

8 A. They don't, because the University's work often
9 involves people who have multiple appointments and
10 they might have one at another institution, and also
11 some people prefer the Gmail addresses. So I
12 believe at this time at least, and I don't know
13 about now, we did not have a policy that said you
14 would have to send it only to inside people --
15 e-mail addressees, excuse me.

16 Q. Okay. If I can refer you to Claimant's Exhibit G.
17 Claimant's Exhibit G, the first document, is an
18 e-mail from K. Williams dated February 14, 2018,
19 which appears to be directly to you. The subject is
20 a forward. It says: "Concern regarding Dr. Alaei
21 and beyond." If you could just take a look at this
22 e-mail.

23 A. Okay.

24 Q. Do you know who K. Williams is?

25 A. I do. He was my Vice Provost. He was in charge of

1 graduate affairs, a longtime member of the U Albany
2 community and invaluable advisor to me on many
3 matters, including graduate, but going beyond.

4 Q. The continuation -- Do you recall receiving this
5 e-mail?

6 A. I do. On prompt from the document package that I
7 got.

8 Q. Okay. This e-mail from Mr. Williams -- or
9 Dr. Williams was forwarding an e-mail from a student
10 that he had received. And I'll just let you read
11 through it.

12 A. Okay. Can you scroll down just a bit? And is there
13 more? Thank you.

14 Okay. I think I've seen enough.

15 Q. Okay. Do you recall the content of this e-mail and
16 the concerns or issues -- I won't say concerns.
17 Strike that.

18 Do you recall the issues being raised
19 by this student in this e-mail?

20 A. I do.

21 Q. Okay. In the first instance, the student is
22 discussing, obviously, Dr. Alaei was not allowed in
23 the meeting. He was not able to defend himself
24 vis-à-vis the accusations that were vaguely and
25 implicitly projected here and there.

1 When you received this e-mail, did you
2 take any action in response to the concerns or
3 issues raised by this student?

4 A. Well, there were a number of concerns and questions
5 from students and people affiliated with GIHHR and
6 most of those were referred to Dr. Charles, the
7 immediate supervisor, in order to have one point of
8 contact.

9 So, yes, I am familiar with it in a
10 general way. In the specific case of this
11 individual student, I would say I'm not familiar, I
12 don't remember it, but there were a number of such
13 concerns raised by the community.

14 Q. Okay. This e-mail, I'm pointing to it here, towards
15 the end, the student says: "One could feel a very
16 strong, yet implicit, cultural and racial dynamic in
17 place."

18 When reading that, did you have any
19 concerns with how the meeting was conducted on
20 February 9, 2018?

21 A. Well, I knew from the planning of it that it would
22 be a meeting that would have to balance trying to be
23 transparent on the one hand and tell people what was
24 happening with the need for privacy on the other and
25 to protect both University and Kamiar from revealing

1 things that were not determined yet. So that was
2 why there was an alternate assignment. And I'm not
3 sure that we ever could reveal some of the things
4 that are said, but this created a situation that
5 maybe I could positively describe as balance and it
6 appears this person saw that situation as
7 unbalanced. And I also see in there a strong
8 allegiance to Kamiar and the GIHHR.

9 Q. In the beginning of Dr. Williams' e-mail, he
10 identifies that "she and others are not happy with
11 how this is being handled."

12 Did you have any response to
13 Dr. Williams' statement?

14 A. Well, I would have brought him in and talked to him
15 since his office was literally feet from my own, and
16 that would probably be where we would have talked it
17 out. But the parameters were, as I said, we felt we
18 had to take action as an administration, but we were
19 limited in what we could say. And then we wanted to
20 say something to the people, at least appear before
21 them and not simply be silent, which we thought was
22 even worse than having to balance these two
23 objectives.

24 Q. And in terms of the people conducting the
25 investigation, that would be Chantelle Cleary,

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1 Randy Stark, Brian Selchick?

2 A. Correct.

3 Q. Okay. In response to these issues being raised by
4 Mr. Williams and this student, did you reach out to
5 those individuals with any concerns about how they
6 were conducting the investigation at that time?

7 A. So we would have talked again as a team about the
8 investigation updates, et cetera, and this would
9 have certainly been an important update about how
10 was the community perceiving our actions. And this
11 balance, as I've discussed several times, between
12 being confidential and trying to be transparent
13 would have played out much the same way it did here,
14 especially among people who really felt attached to
15 GIHHR.

16 Q. In this e-mail, the student's, you know, raising
17 cultural and racial dynamic in place. Did you,
18 specifically, have any discussions with the people
19 conducting the investigation to say, "Look, people
20 are concerned that there's racist, cultural, you
21 know, issues being raised and that they're not being
22 addressed properly; we need to change something"?

23 A. So I don't believe that we discussed it directly,
24 but given the general dynamic of the University as a
25 place which has diversity at its core, these issues

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1 would have been discussed to try to make sure that
2 we were doing everything we could to get the
3 audience to understand that we were behaving in good
4 faith and not succumbing to racist tendencies and
5 that would have been an anathema to our general
6 operation and it's even in our strategic plan, so.

7 Q. I'm sorry. Go ahead?

8 A. No, I'm done. Thank you.

9 Q. Okay. Are you familiar with who Elizabeth Grey was
10 at the time?

11 A. Yes, Elizabeth Grey was someone who I knew in the
12 University and -- yes, yeah.

13 Q. Do you recall if whether or not Ms. Grey had raised,
14 in an interview with Chantelle Cleary, whether she
15 felt there was cultural differences at issue that
16 might be a source of confusion or concern regarding
17 the underlying issues being raised that prompted the
18 investigation for Dr. Alaei?

19 A. I know that Elizabeth is very sensitive to these
20 kinds of issues and in a way that's not only
21 appropriate but healthy. And so I think she would
22 have raised it. If she didn't raise these kinds of
23 questions, it would have been a surprise to me
24 because she, generally, positioned herself as
25 someone who tried to make sure that we were living

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1 up to the standards that we set for ourselves in
2 regard of race, ethnicity, gender, poverty, et
3 cetera.

4 Q. Do you know if Ms. Grey had raised concerns about
5 cultural differences, if there was any specific
6 response or change in conduct by the people doing
7 the investigation concerning Dr. Alaei?

8 A. That's a good question, and I'm going to have to
9 answer it in a general way because the short answer
10 is that I don't have any specific information. But
11 I trusted Chantelle Cleary and certainly trusted
12 Randy Stark to follow the basic premises of the
13 University, as I mentioned, as outlined in the
14 strategic plan, to be inclusive and to not carry
15 implicit bias or other forms of discrimination into
16 any investigation. So everybody --

17 Q. Sorry. Go ahead.

18 A. No, I'm through.

19 Q. Okay. So when you say you trusted Ms. Cleary,
20 sorry, did you undertake any specific actions to
21 make sure they were comporting with those University
22 standards?

23 A. I did not. I thought that they were doing it
24 anyway, from what I could tell from general
25 observation.

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1 Q. If I could refer you to what had been marked as
2 Claimant's Exhibit A -- sorry A-6.

3 Claimant's Exhibit A-6 is a series of
4 e-mail, the first one being an e-mail from
5 Brian Selchick dated February 9, 2018, to several
6 individuals. I'll scroll through this so you can
7 read it.

8 A. Okay. I think that's the end of it.

9 Q. Yeah, for purposes of my question, as Mr. Selchick
10 had stated here that Mr. Alaei was not able to
11 attend speaking events as a representative of the
12 University, did you have any input on that decision?

13 A. That would have been part of the general package as
14 presented to us by HR with the alternate assignment
15 plan. So I would have had general input into it.
16 In this case, I'm not sure that we specifically
17 detailed, maybe we did, what happens if you give a
18 talk and get an honorarium.

19 Q. The issue about not identifying himself as a
20 representative of the University, was that something
21 specifically designed for this situation with
22 Dr. Alaei?

23 A. Well, it would have been part of any separation
24 alternate assignment arrangement where you're no
25 longer performing your fundamental duties as

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1 director of something, the center of GIHHR. And so
2 this was the standard, I would think, from human
3 resources that you cannot say that you are the
4 director when you are on alternate assignment. That
5 was the same issue as the website.

6 Q. So if somebody's on an alternative assignment and
7 they do a private speaking engagement, they're
8 prohibited from identifying themselves as an
9 employee of SUNY Albany?

10 A. So that's another question. And I don't know if
11 they're prohibited from their general employment
12 status. Because my understanding is that
13 alternative assignment is not termination, it's an
14 alternative assignment. But I think what we would
15 not want him to do in general, and seeing it here in
16 this specific exhibit, is identify himself as the
17 director of the center.

18 Q. Do you know if there's other instances where people
19 on alternative assignment would not allow themselves
20 to be identified as affiliated with SUNY Albany?

21 A. I do not have a specific other incident in mind, but
22 my understanding is that it was general practice.

23 Q. Do you know if any specific concerns were raised at
24 that time about Dr. Alaei speaking at this type of
25 engagement and identifying himself as affiliated or

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1 employed by SUNY Albany?

2 A. I do not know. I'm not sure how we came to know
3 this, except that he wrote to me and I referred it
4 to other people. And at the bottom of this e-mail
5 as I read it, it looks like Kamiar was seeking
6 guidance, and I referred him to HR.

7 Q. Is that actually James Dias, Dias?

8 A. Yes. Maybe it was Jim Dias. Maybe it wasn't me.
9 Was it Jim Dias?

10 Q. I think that's the chain here.

11 A. Yeah, okay. That's James Dias, not me. Wrong Jim.
12 I apologize.

13 Q. No problem.

14 If I can show you what was marked as
15 Claimant's Exhibit A-7. And I'm referring to the
16 e-mail from Harvey Charles dated February 9, 2018,
17 to a number of individuals, which it looks like you
18 were included. Subject is GIHHR and you can read
19 the --

20 A. Yep. I do recall this e-mail.

21 Q. Okay. Why was this e-mail sent?

22 A. So the absence of Kamiar meant that we now had no
23 director for GIHHR and its oversight would fall
24 naturally to Harvey Charles. Harvey Charles was a
25 busy man with many priorities, so it was

1 determined -- and this decision was made by all of
2 us, as I remember, to get a few other people who
3 were faculty members to agree to step up and as an
4 interim lead GIHHR, so that it was not without
5 immediate supervision. And this was to try to not
6 damage individuals that had things that they needed
7 done. Like, for example, one undergraduate who had
8 a directed study course they were taking that could
9 now be signed off on or anything else that was the
10 business of the GIHHR.

11 Q. Did you have any involvement in preparing the
12 content of this e-mail?

13 A. So I believe I would have seen it in the same way
14 that I was briefed, among other things, or I might
15 have played a slightly larger role in the
16 discussions with the Deans over the selection of
17 these people. Because I was Provost, I would not
18 want to name someone out of a faculty to a position
19 directing a center without having the understanding
20 and support of the Dean. And that would likely have
21 been my role to let the Dean know.

22 Now, the original selections of these
23 people would have likely very much involved me. But
24 then when it came to the writing of the letter, the
25 words chosen, I believe I would have seen it as part

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1 of the normal course of sharing, but not drafted it.

2 Q. So did you select and make the decision to identify
3 these two individuals as interim co-directors of
4 GIHHR?

5 A. So given the collegial nature of the management, I
6 would say that I approved it and did not necessarily
7 select them, because this is not my area of
8 professorial expertise. So I would have relied on
9 the expert advice of the Deans and other people.
10 But once it was decided that these would be the
11 recommendations, I am sure that I would have been
12 asked to approve, and I said yes.

13 Q. So do you know or do you recall who was the one that
14 presented these names to you to be appointed as the
15 interim co-directors?

16 A. That's a good question, and I don't really -- there
17 were a number of us involved sort of working
18 together. So it could have been Bruce Szelest, who
19 had a longer history at U Albany than I did. It
20 could have been some of the Deans who had gotten
21 wind of what was going. I remember Karl Rethemeyer
22 wrote a letter and asked us to please check the
23 website.

24 So these people would have been,
25 potentially, the ones that suggested it. Most

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1 likely, it would have come from Harvey Charles or a
2 fellow we haven't mentioned yet, Bill Hedberg, who
3 was also a Vice Provost and in charge of many
4 operations and worked with Harvey. So somewhere in
5 that mix, these names would have come to me.

6 Q. Okay.

7 A. And then I would have said, "They look good. Let's
8 good with it." And that would have been the
9 official blessing that we would have, I'm sure,
10 presented to the President.

11 Q. Okay. Were there any concerns before this e-mail
12 went out that it could have violated Dr. Alaei's
13 rights under the UUP agreement?

14 A. That's another good question. I did not have those
15 concerns. I was taking my lead from HR, who knows
16 that document much better than I do. And under the
17 need, as expressed by Harvey Charles, for us to have
18 someone who is responsible other than him.

19 Q. So as you recall, this e-mail dated February 9,
20 2018, was something that might have been prepared by
21 HR?

22 A. That's another good question. I think it looks like
23 it was probably prepared by academics, so I would
24 say Harvey Charles and other people that I've
25 mentioned who are on the academic management side.

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1 I'm sure it would -- we would have consulted
2 extensively with HR, but I bet ya this was written
3 by us. The second paragraph, the combination of
4 Dina's experience as Executive Director of the
5 Center of Women in Government, these are kind of
6 content specific things suggesting it came out of
7 the academic side.

8 Q. And I see Mr. Szelest is cc'd on this e-mail?

9 A. Right.

10 Q. Does that -- strike that.

11 Would the President have approved this
12 e-mail before it was sent out?

13 A. Another good question. I just don't know, but.

14 MR. ROTONDI: That's the answer then.

15 If you don't know, that's the answer.

16 A. Good.

17 Q. If I can refer you to what's been identified as
18 Exhibit A-11. Actually, no, it's A-7.

19 A-7 includes a response of somebody
20 David O. Carpenter, M.D., a Collaborating Centre of
21 the World Health Organization, University at Albany,
22 responding to Dr. Charles' prior e-mail.

23 Did you receive any responses from
24 these people who received Dr. Charles' e-mail with
25 concerns about the treatment of Dr. Alaei in this

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1 matter?

2 A. I believe I did. I was cc'd on this one, I see, and
3 I was aware that there were concerns from the Board,
4 as well as from the students.

5 Q. Was there any particular action taken in response to
6 the concerns being expressed by people like
7 Mr. O. Carpenter or David O. Carpenter?

8 A. So the same dynamic of balancing, being careful
9 about the sharing of information with trying to be
10 transparent, what I obtained here, with these people
11 who are now good strong supporters of the GIHHR, but
12 outside the University in many cases. So I'm not
13 aware of any particular action.

14 Q. These two individuals that were appointed as interim
15 co-directors, do you know their race?

16 A. I believe -- I don't know Dina's race. I believe
17 Gina is Caucasian.

18 Q. And they are both female, obviously?

19 A. Yep.

20 Q. Or identified as female, sorry.

21 The professional qualifications of
22 these two individuals, were they greater than the
23 qualifications that Dr. Alaei had at the time?

24 A. I would say that they were equal to but different.
25 The GIHHR was formed around an idea, an intellectual

1 field, and Dr. Alaei was in that field. Dina and
2 Gina were in closely-associated fields. But I think
3 their qualifications were outstanding.

4 Q. Did they have any academic titles at the time they
5 were appointed as interim co-directors?

6 A. Gina was running a center and Dina was in some kind
7 of a center, and I don't really recall. So I would
8 have to say I don't recall with regard to her. They
9 are both Ph.D.s.

10 Q. So that brings me to 11. So I'm referring you to an
11 e-mail dated February 22, 2018, that's part of A,
12 sub 11. It's an e-mail from you to Bruce Szelest.
13 In this e-mail, it says, in part: "We may not need
14 to set up a meeting up with the new directors,
15 Harvey and me."

16 Had there been a determination by SUNY
17 Albany at that time that Dr. Alaei had been removed
18 as director of GIHHR?

19 A. I don't believe so. This is dated in February and I
20 believe he was on alternate assignment at this time.

21 Q. So your reference, you wrote "new directors." Can
22 you explain to me why you wrote "new directors"?

23 A. That's probably a mistake. It should have said
24 "interim directors." They, of course, are new, but
25 their thing was interim.

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1 Q. Did you ever send a retraction e-mail saying, "I
2 apologize, they're interim directors"?

3 A. I did not. And, in fact, it isn't until you brought
4 it to my attention at this moment that I reached the
5 conclusion that it was probably better worded as
6 interim directors.

7 Q. Why were you communicating with Bruce Szelest on
8 this e-mail?

9 A. It was part of a general issue about how the
10 University presents itself to people who are
11 interested in what's happening here, striking that
12 balance that I referred to before several times.

13 Q. Okay. Was it typical at that time for Mr. Szelest
14 to oversee these type of issues?

15 A. Mr. Szelest was a very effective senior staff member
16 to the President. The President trusted him. I
17 trusted him. So we would involve him in things like
18 this. So I think the short answer is yes.

19 Q. Okay. If I can refer you to what's been previously
20 referred to as Claimant's Exhibit A-12, and this is
21 an e-mail from Dr. Alaei to Harvey Charles dated
22 February 27, 2018?

23 A. Okay.

24 Q. Do you know if the University undertook any actions
25 to respond to the issues raised by Dr. Alaei

1 concerning his oversight or the needed oversight for
2 these grants and other matters that Dr. Alaei had
3 been working on as referenced in his February 27,
4 2018 e-mail?

5 A. That's another good question. I don't really know
6 of any specific, but I do know that we had
7 discussed, in general, the same pattern of balance
8 between, as I said earlier, being careful with
9 personal information, but trying to be transparent,
10 that manifested itself in the previous two meetings
11 we discussed. This is another example in my mind of
12 the same balance.

13 Q. Do you know if -- strike that.

14 Do you know what happened to the
15 oversight of these grants and programs that were
16 identified?

17 A. I do not. Grant oversight would have fallen under
18 Jim Dias, who had been involved in this, as you saw
19 earlier.

20 Q. If I could refer you to what had been previously
21 been identified as Claimant's Exhibit A-13. This is
22 an e-mail from Chantelle Cleary dated March 9, 2018,
23 to several individuals. Have you ever seen this
24 e-mail before?

25 A. I believe I have.

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1 Q. Did you see it around the time it was sent in
2 March 2018?

3 A. I don't recall specifically the date, but I'll
4 accept that that's when I saw it.

5 Q. Okay. In this, Ms. Cleary says: "I have been asked
6 Bruce to make this matter our top priority."

7 Do you have any understanding of
8 whether Mr. Szelest or Ms. Cleary had specifically
9 identified this matter concerning Dr. Alaei as being
10 a top priority?

11 A. I don't believe they had identified it as a top
12 priority for all of the University, which is a large
13 operation; it has many priorities. So I guess the
14 answer is: I don't know.

15 Q. So the reference to top priority, you don't have any
16 understanding what that's referring to?

17 A. Well, I think what it means is Chantelle, who is the
18 author of this e-mail, wants to make sure that we
19 are paying attention to this matter, which is in her
20 domain. That's how I construe the meanings, "our
21 top priority."

22 Q. Okay. But otherwise, you don't have any direct
23 knowledge of what she's referring to?

24 A. That's correct.

25 Q. Okay. Back to the grants and programs that

1 Dr. Alaei had raised concerns about. Do you know if
2 the two interim directors were dealing with those?

3 A. That was their charge. They were responsible for
4 all things GIHHR, and that would have included these
5 grants.

6 Q. Do you know if there was a need to speak Farsi to
7 work with those grants as part of overseeing them
8 based on the grant -- the people working with the
9 grants on the other end? Strike that. Let me say
10 that again.

11 Do you know if those grants required
12 that people from SUNY overseeing the grants, working
13 with the recipients of the grant funding and the
14 subjects who were, you know, working with the
15 program in Iran and these other areas, as identified
16 in that e-mail from Dr. Alaei, if there was a need
17 to speak Farsi?

18 A. I do not know. I don't know the languages of the
19 people who are on the receiving end of this grant's
20 management.

21 Q. Ms. Cleary, can you explain to me your understanding
22 of her role while at SUNY Albany?

23 A. Right. She was hired as the Title IX Coordinator
24 who had responsibilities for investigations and also
25 had a charge to help the University develop a better

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1 profile, improve our profile for issues with gender.
2 For example, she started the bystander intervention
3 program. So it was a dual investigation, slash,
4 program promotion function, as I understood it.

5 Q. Are you aware of any concerns ever raised during
6 your time while Ms. Cleary was employed there about
7 her violating the responsibilities of her office?

8 A. I was not.

9 Q. No? Okay.

10 Sorry, I'm trying to find an exhibit.

11 I'm showing you what's been previously
12 identified as Claimant's Exhibit J.

13 Claimant's Exhibit J is identified as
14 a memorandum and order by the State of New York
15 Supreme Court, Appellate Division, Third Judicial
16 Department decided and entered November 25, 2020,
17 identified as being in the matter of Alexander M. v.
18 Chantelle Cleary, as former Title IX Coordinator at
19 the State University of New York at Albany.

20 Are you aware of a decision by a court
21 reflective of this Exhibit J concerning Ms. Cleary's
22 work while at SUNY Albany?

23 A. I am not aware of it. I did see it in the document
24 package that was circulated to me.

25 Q. At page 6 of this decision, and I'm scrolling down,

1 the court makes the following statement: "As to the
2 possibility of individual bias, Cleary admittedly
3 altered the facts as reported to her."

4 Are you aware of any concerns being
5 raised during the time that Ms. Cleary was working
6 at SUNY Albany in conducting investigations that she
7 was altering facts reported to her?

8 A. I was not aware of anything like that.

9 Q. And bottom of page 6, the court finds -- or excuse
10 me, the court states: "Cleary's phrasing portrays a
11 significantly different rendering of the events. At
12 the hearing when Cleary was asked why she had
13 changed the wording, her response, 'In the words of
14 the Supreme Court's order denying Petitioner's
15 motion for discovery, bordered on the incoherent.'
16 It is not unreasonable to question whether Cleary
17 changed the wording (as such the alleged facts) to
18 correspond with the definition of sexual assault
19 one, as found in the student code."

20 Are you aware of any concerns ever
21 being raised regarding Ms. Cleary and her work while
22 at SUNY Albany as to trying to alter facts reported
23 to her to fit the matters she was investigating?

24 A. I am not aware of it. The first I saw it was when I
25 reviewed the document package which contained this

1 exhibit.

2 Q. Okay. This decision also notes, on page 7: "In
3 addition, petitioner presents an affidavit from his
4 advisor, who was present with him in his meetings
5 with Cleary. The advisor averred that, at said
6 meetings, Cleary raised her voice, physically leaned
7 toward petitioner and acted in an aggressive
8 manner."

9 Are you aware of any concerns ever
10 being raised about Ms. Cleary ever acting in such a
11 manner during the time of her employment with SUNY
12 Albany?

13 A. Again, my answer is no.

14 Q. Did Ms. Cleary ever express an opinion to you that
15 she believed Dr. Alaei was guilty of violating any
16 SUNY policies during the investigation?

17 A. So Ms. Cleary was, in my presence, very professional
18 and stated the facts. I think we, in the
19 administration, had hoped her inquiry would go
20 faster. This is a natural thing for an
21 administrator who wants to get resolution. But at
22 all times in my interactions with her and what I saw
23 of her interactions with others, she was
24 professional.

25 Q. Did she ever express an opinion to you that she

1 believed Dr. Alaei was guilty of violating any SUNY
2 policies during her investigation?

3 A. I don't recall her expressing such an opinion, and
4 it would be inconsistent with my view of her as a
5 professional.

6 Q. If I can refer you to what had been identified as
7 Claimant's Exhibit M?

8 Are you aware of the law office of
9 Young/Sommers submitting letters to SUNY Albany
10 around the time the investigation of Dr. Alaei
11 commenced, objecting to the conduct in the
12 investigation as it was going on at the time?

13 A. I don't really remember them, but I'm sure
14 that -- well, I may have well have seen them.

15 Q. Okay. And I'm just scrolling through some of these.
16 This is Claimant's Exhibit M. There's a letter
17 dated February 14, 2018; a letter dated February 16,
18 2018; a letter dated February 28, 2018; and then an
19 e-mail dated March 7, 2018.

20 Do you recall if SUNY ever, in
21 response to letters received from counsel for
22 Dr. Alaei, if SUNY ever reviewed those letters to
23 determine if they had made a mistake as to any
24 course of action up to that point?

25 A. I am not. I don't know if they did or did not. I

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1 assume that would have taken place in HR, but I'm
2 not aware.

3 Q. Okay. I'm going to show you what's been previously
4 identified as Claimant's Exhibit L-2. If you could
5 take a look at the document in front of you that's
6 identified as Claimant's Exhibit L-2? At the top of
7 it, it says: "Sexual misconduct response report
8 Number 18-013." Do you know what this document is,
9 as I scroll through it?

10 A. I believe this is the first time I'm seeing it. Of
11 course, I perhaps saw it long ago, but I don't
12 remember seeing it recently.

13 Q. Okay. So as you sit here, you're not able to
14 specifically identify it with direct recollection
15 about what it is; is that fair to say?

16 A. Yes, that's fair to say. If you leave it there for
17 just a second, maybe I could read it?

18 Q. Sure.

19 A. So I don't really remember this document. I've just
20 read the section here and I'm happy to answer
21 questions about it.

22 Q. All right. And the first paragraph here, it says:
23 "The following report details the University at
24 Albany's coordinator response to a report received
25 on February 2, 2018, from Dr. James Stellar,

1 specifically, the report alleges that several
2 students reported to him that Dr. Arash Alaei has
3 been interacting with students in violation of a
4 separation agreement entered into with the
5 University on blank date. This report initiated an
6 inquiry which resulted in a joint investigation by
7 the Office of Equity and Compliance and the Office
8 of Human Resources Management. The investigation
9 focused on the following possible violations of the
10 University at Albany policies by Dr. Kamiar Alaei."
11 And then it identifies three different alleged
12 possible violations.

13 A. Yes.

14 Q. Do you recall, now reading this, did this
15 investigation concerning Dr. Alaei arise because
16 someone had reported to you about Dr. Arash Alaei
17 interacting with students?

18 A. Someone did report to me, and I don't -- what I'm
19 not sure of is this document in front of me. But
20 certainly I remember the meeting.

21 Q. In reviewing these three identified possible
22 violations; one, two and three, do you have any
23 recollection if those were the three issues raised
24 that served as the basis for the investigation
25 concerning Dr. Alaei?

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1 A. Issues raised by who? By the students?

2 Q. Issues raised by SUNY Albany.

3 A. Okay. That, I would not know about because I'm not
4 familiar with this document.

5 Q. Okay.

6 A. Although, I may have well have seen it since we
7 shared tons of documents.

8 Q. Okay. So, maybe let me just rephrase. My question
9 is: The underlining concerns that were raised that
10 prompted SUNY Albany to place Dr. Alaei on
11 alternative assignment, as reflected in that
12 February 8, 2018 letter, would these three
13 identified Roman Numeral points be the basis of why
14 SUNY Albany put Dr. Alaei on alternative assignment?

15 A. Okay. So let me take a look at them.

16 "Dr. Arash Alaei to conduct business
17 on behalf of GIHHR after separation from the
18 University." So that's correct.

19 "Facilitating contact between Arash,
20 GIHHR staff and students." That's correct.

21 "Violation of the University's sexual
22 harassment policy for engaging in unwelcome conduct
23 of a sexual nature directed at GIHHR student intern
24 created a sexually hostile environment for working
25 and learning."

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1 That third one was not part of my
2 conversation with students as I recall.

3 Q. Okay.

4 A. The first two were.

5 Q. The first two -- okay. Understood.

6 This document identifies, on this
7 second page, individuals interviewed and then
8 there's a number one through 43. Are you aware of
9 Chantelle Cleary and/or the human resource office,
10 being Mr. Stark and Mr. Cleary -- or sorry,
11 Mr. Stark and Mr. Selchick, interviewing 43 people
12 as part of their investigation?

13 A. I can't testify to the number 43, but I do think
14 they interviewed a number of students. So the
15 answer is a qualified yes.

16 Q. As to facilitating contact between Dr. Arash Alaei
17 and GIHHR staff and students during Arash Alaei's
18 alternative assignment after separation, did you
19 have any -- did you ever have any discussions with
20 Harvey Charles about that issue?

21 A. We would have discussed it because that was
22 pertinent to the issue of alternate assignments for
23 Kamiar. I don't have a specific recollection of it,
24 but there was many meetings in which the status of
25 GIHHR and how we were doing on the other actions

1 were discussed.

2 Q. Okay. I'm going to show you what's been previously
3 identified as Claimant's Exhibit F, sub 1.

4 Claimant's Exhibit F-1 includes a
5 number of e-mails. The first e-mail I am going to
6 refer you to is dated March 2, 2019 -- or
7 2017 -- sorry. It is dated March 22, 2017, at 11:53
8 a.m. from Arash Alaei to Harvey Charles. The
9 subject is GIHHR Advisory Board Meeting.

10 If you could just take a look at this
11 e-mail?

12 A. Got it.

13 Q. By this e-mail, Arash Alaei is asking permission
14 from Dr. Charles to go to the main campus to join a
15 meeting; is that fair to say?

16 A. Yes.

17 Q. And then there's an e-mail from Harvey Charles dated
18 Wednesday, March 29, 2017, responding -- and this is
19 Dr. Charles responding: "No, you don't have
20 permission"?

21 A. Correct.

22 Q. Is that fair to say?

23 A. Yes.

24 Q. Are you aware of Dr. Charles and Arash Alaei having
25 discussions about whether or not Arash Alaei was

1 able to go onto campus?

2 A. I'm not aware of a specific conversation, but this
3 was part of the supervisor's responsibility to try
4 to enforce the agreement with Arash.

5 Q. As of these e-mails, March 29, 2000 -- I'm sorry.
6 These March 22, 2017 and then March 29, 2017
7 e-mails, do you recall was Arash Alaei on
8 alternative assignment at that point?

9 A. So that's something I'm going to have to say I don't
10 remember. It seems close, but I don't remember,
11 specifically, when the alternative assignment was
12 ordered.

13 Q. Okay. I'm going to show you now what's part of
14 Exhibit F, sub 1. It's an e-mail. It says:
15 "Report and plan," dated March 28, 2017, from
16 Arash Alaei to Harvey Charles.

17 And I'm going to scroll down. First
18 paragraph is Arash identifying his primary
19 activities and planned activities.

20 I'm going to scroll down to this
21 paragraph that starts with: "In order to complete
22 the above-mentioned tasks," if you could just read
23 through that.

24 A. Okay.

25 Q. In this part of the e-mail, Arash is saying he needs

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1 to be in touch in person. Some he will need to be
2 in touch with, for most just in touch in long
3 distance, and then he identifies six people.

4 Are you aware of who these six people
5 are?

6 A. Well, I recognize the first one is Kamiar. The
7 others, I'm less familiar with. So yes and no.

8 Q. Okay. At the time of this e-mail, Harvey Charles
9 was Arash Alaei's supervisor; is that fair to say?

10 A. Yes.

11 Q. Do you know if Dr. Harvey Charles had approved this
12 request by Arash Alaei to contact those six
13 individuals as part of his work?

14 A. I do not know.

15 Q. Is this something you ever discussed with
16 Dr. Charles as part of your discussions about your
17 agreement and Kamiar Alaei not allowing Harvey -- or
18 Arash Alaei to have interactions with people who are
19 work with GIHHR during his alternative assignment
20 after he separated?

21 A. I don't believe I ever discussed this specific
22 e-mail with Harvey Charles, but it certainly was
23 part of the general understanding that I had with
24 Harvey Charles if he would enforce the agreements
25 ultimately.

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1 Q. Do you know if Arash Alaei had communications with
2 these people?

3 A. I don't know from firsthand experience.

4 Q. Okay. If I can show you what had been previously
5 been identified as Claimant's Exhibit F-4. First is
6 the series of e-mails Harvey Charles to Arash Alaei,
7 dated June 14, 2017, at 3:00 p.m. The title is:
8 "My report and communications with interns." Then
9 there's an e-mail preceding that from Arash Alaei to
10 Harvey Charles, dated June 13, 2017, at 11:48 p.m.
11 Subject is: "My report communication with interns."
12 If you could just read this e-mail?

13 A. Okay.

14 Q. In this e-mail from Arash Alaei dated June 13, 2017
15 to Harvey Charles, he talks about he's been assigned
16 to work remotely. Would that be reflective of being
17 on an alternative assignment?

18 A. Yes, it would.

19 Q. And in the second paragraph, Arash inquires of
20 Dr. Charles: "I just want to inform you because I
21 need to have Skype communications with" -- and he
22 identifies one, two, three, four individuals. He
23 notes that they are GIHHR's interns and "I need to
24 have Skype meeting with them to develop grant
25 proposals."

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1 Were you aware as of June 2017,
2 Arash Alaei was soliciting that type of approval to
3 communicate with GIHHR interns from Dr. Charles?

4 A. I was not.

5 Q. And if I could refer you to this e-mail dated
6 June 14, 2017?

7 Okay. Dr. Charles is responding to
8 Arash saying: "I've inquired of HR and awaiting
9 their advice on the matter"?

10 A. Right.

11 Q. Do you know if Dr. Charles approved this request by
12 Arash to have communication with GIHHR interns as
13 requested?

14 A. I do not know.

15 Q. Do you know if there would be any records from HR
16 approving such a request by Harvey Charles?

17 A. I do not know.

18 Q. Okay. Would this be consistent with your
19 understanding about your agreement with
20 Harvey Charles?

21 A. That he was asked? Yes. And my understanding is
22 that he would say, "You can't do that."

23 Q. Okay. So your understanding, this should be -- this
24 should have been denied?

25 A. That's my understanding.

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1 Q. But you don't know if it was denied?

2 A. I don't know if it was denied.

3 Q. Was Kamiar Alaei Arash Alaei's supervisor in
4 June 2017?

5 A. That's a good question. My understanding was that
6 when Arash went on leave, he was working with his
7 brother in order to fulfill the terms of the
8 agreement to not be in contact at the campus. And I
9 assumed that if he needed to contact the campus, he
10 would go through his brother. Now, I don't know if
11 that makes him supervisor or just a colleague, so I
12 don't have an answer.

13 Q. Okay. Under this alternative assignment, did
14 Kamiar Alaei have any an authority over Arash Alaei?

15 A. Again, I don't know. I mentioned the circumstance
16 earlier where I believed that Kamiar would be the
17 go-between if there was something that Arash needed
18 with the campus, but I can't say whether that
19 constitutes authority.

20 Q. Okay. Do you know if the written alternative
21 assignment for Arash would layout whether or not if
22 he needed to work with students, he should ask
23 Dr. Charles?

24 A. I would assume that he would do that because the
25 alternative assignment said you're not supposed to

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1 work with students. And I think he would then go to
2 his supervisor, which would be Harvey Charles, and
3 ask him for permission.

4 Q. Do you know if anyone with supervisory capacity over
5 Dr. Kamiar Alaei ever advised him directly that
6 Arash Alaei was to not have communications with
7 interns or anyone associated with GIHHR?

8 A. I do not have firsthand knowledge of that, but my
9 understanding is that that was the widely understood
10 plan among Kamiar, Arash, Harvey Charles,
11 Randy Stark, et cetera.

12 Q. So your understanding, that was the plan, but you
13 don't know directly if that was ever communicated to
14 Kamiar?

15 A. That is correct.

16 Q. If I can refer you to Exhibit L-1?

17 L-1 I'm showing you, if you could just
18 take a look. Do you recognize what this document
19 is? I could scroll through it slowly so you could
20 see the whole thing and I'll go back up.

21 A. Yep, you'll have to do that.

22 Q. Sure.

23 So you can see the overview -- I'll
24 scroll through it slowly first and then I'll go back
25 to the top and come back down.

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1 A. Okay.

2 Okay. I'm done with that page. Thank
3 you. Okay. Just scroll down just a little bit
4 more. No the other way. Thank you. That's good.

5 All right. I've read it.

6 Q. Okay. Do you know what this document is?

7 A. It looks familiar. This is the first I've seen it.
8 It's a document to the University from the students
9 below, listing points that are then commented on in
10 the bullet sections.

11 Q. Do you know if these bullet sections were ever
12 communicated to the students?

13 A. I do not know.

14 Q. Were you involved or did you have any involvement
15 with the interrogation of Dr. Alaei that occurred in
16 May 2018?

17 A. No.

18 Q. Do you recall reading any letters sent to human
19 resources on behalf of Dr. Alaei as a follow up to
20 the interrogation that was conducted?

21 A. I'm not sure about that one, because there was much
22 communication. So I'll have to say I don't know.

23 Q. Let me refer you to what's been previously marked as
24 Claimant's Exhibit C-3.

25 Okay. Do you recall being provided a

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1 copy of this letter at or around May 21, 2018?

2 A. I believe I was. It was also in my briefing
3 documents.

4 Q. When you initially read this letter, did you read
5 this letter around May 21, 2018, when it was
6 provided to you?

7 A. That is not clear, but I would have read it within a
8 few days or so of it.

9 Q. Okay. Okay. So you did read it at some point
10 around the time from May 21, 2018?

11 A. Let me say: I believe I read it.

12 Q. As you sit here, do you have any recollection of a
13 response to issues raised in this letter at the time
14 you read it?

15 A. My recollection of a response was that this is part
16 of that balance that I talked about many times in
17 this deposition where we want to respect the
18 confidentiality of the process, but also be
19 transparent. And that was a lot of specific
20 information in here that goes beyond that. But I
21 saw that as a consistent issue for this situation,
22 keeping that balance, having a balance.

23 Q. If I can refer you back to Claimant's Exhibit
24 B-8 -- I'm sorry, not B-8.

25 If I can show you what's been

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1 previously marked as Claimant's Exhibit H?

2 Do you recognize this letter that's
3 been identified as Claimant's Exhibit H?

4 A. Again, I think I've seen it before. It wouldn't
5 surprise me that I was cc'd on it.

6 Q. Do you recall a time where SUNY Albany and the
7 Office of Human Resources made a determination that
8 Dr. Alaei did not violate any SUNY policies at the
9 conclusion of its investigation?

10 A. That, I don't remember. I'm sorry, I just don't
11 remember that determination.

12 Q. Sure.

13 Do you recall a time where the Office
14 of Human Resources made a determination that there
15 was no just cause to impose discipline against
16 Dr. Alaei?

17 A. Again, I don't have a specific recollection of that,
18 so I'll have to say I don't know. Sorry.

19 Q. Okay. Do you know if you were -- strike that.

20 Do you know if you were consulted
21 before -- or consulted with before this counseling
22 memorandum dated August 9, 2018 was issued?

23 A. So, again, a lot of things were brought up as part
24 of the normal discourse of conversation between the
25 people that felt that they had to manage this,

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1 including my office. So I believe that I had heard
2 of the operation, but I don't have specific
3 recollection of defined actions, as I discussed a
4 second ago.

5 Q. So if I can refer you to what had been previously
6 marked as Defendant's -- or excuse me, Claimant's
7 Exhibit D-1.

8 Claimant's Exhibit D-1 is a series of
9 e-mails between Brian Selchick and Chantelle Cleary
10 dated March 26, 2018. In these e-mails, there's an
11 e-mail here where Mr. Selchick is inquiring of
12 Ms. Cleary about certain information. Ms. Cleary
13 responds: "I thought we agreed he wasn't going to
14 come back. I'm confused."

15 Do you recall, as of March 26, 2018,
16 whether there was a determination to terminate
17 Dr. Alaei's appointment and non-renew his
18 appointment?

19 A. So I don't remember, again, exactly when that
20 determination was made. And this is Kamiar Alaei
21 we're talking about, correct?

22 Q. Yes.

23 A. And -- but I know that this was -- part of the
24 conversation was about whether that should happen or
25 not. But I can't speak to the date of whether that

1 March 26th was -- a decision was made.

2 Q. Okay. I want to refer you to what's been previously
3 marked as Claimant's Exhibit L-4.

4 Claimant's Exhibit L-4 has been
5 identified as handwritten notes from 4/13/18 by
6 Brian Selchick at a certain meeting. The first
7 sentence here says: "How do we maintain the
8 integrity of the non-renewal with or without the NOD
9 interrogation?"

10 As far as you know, has the April 3,
11 2018 -- had there been a determination by SUNY
12 Albany to non-renew Dr. Alaei?

13 A. Kamiar again, correct?

14 Q. Yes, Kamiar.

15 A. I don't think so, but I can't say for sure. This is
16 a while ago and I know that the discussion was
17 ongoing.

18 Q. Okay. As you scroll down further, and I'm pointing
19 out with my mouse arrow over it. It says: "Goal is
20 to make sure he does not come back."

21 Are you aware of an articulated goal
22 by SUNY personnel as of April 3, 2018, that
23 Dr. Alaei, Kamiar Alaei, not come back to work at
24 SUNY Albany?

25 A. So, I don't remember exactly when that determination

1 was made. I would have thought it would have been
2 made closer to the actual issuance of the
3 non-renewal.

4 Q. Okay. I'm showing you what's been previously marked
5 as Claimant's Exhibit E-1.

6 Claimant's Exhibit E-1 is an e-mail
7 dated April 4, 2018, from Liesl, L-I-E-S-L,
8 Zwicklbauer, Z-W-I-C-K-L-B-A-U-E-R, to several
9 individuals, dated April 4, 2018. If you could just
10 take a look at this e-mail?

11 A. Okay.

12 Q. Based on this e-mail, do you have any recollection
13 of whether there had been a determination to
14 non-renew Dr. Alaei's employment as of April 4,
15 2018?

16 A. I don't believe so. I think this was trying to see
17 what the options are and involving SUNY, of course.

18 Q. And do you know what a performance program is?

19 A. Generally, a performance program is some kind of
20 activity that someone is assigned to, executing
21 duties. And that was, I think, specified in the
22 alternate assignment, unless I'm mistaken.

23 Q. And this refers to an evaluation. Do you know if
24 Dr. Kamiar Alaei had any evaluations as of April 4,
25 2018?

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1 A. Well, the whole process was under continuous
2 scrutiny by the administration, and particularly by
3 Harvey Charles. So in terms of a formal evaluation,
4 I just don't know.

5 Q. Included with this e-mail, Claimant's Exhibit E-1,
6 there's a letter dated December 4, 2017, for
7 Dr. Alaei. It looks like to be a renewal of an
8 appointment. This is from you?

9 A. Yep.

10 Q. Do you recall writing this letter?

11 A. Well, I would issue hundreds of those letters, so I
12 don't recall this specific one, but it's completely
13 consistent with how I would renew appointments.

14 Q. Okay. And included with Exhibit E-1 is the form,
15 change of status form, HRM-3.

16 A. Yes.

17 Q. In the box identified as "Number 1, extension of
18 temp appointment or renewal of UUP term
19 appointment," there's a sub box that says
20 "appointment type, term." Do you have any
21 understanding of what that appointment type, term,
22 is referring to?

23 A. It refers to a period of time during which the
24 person's appointment would be operative.

25 Q. So here it says "appointment term" and then there's

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1 a box that says: "Duration, term appointments,
2 other, two years, nine months"?

3 A. Yep.

4 Q. Do you have any understanding of what that means in
5 the context of this appointment for
6 Dr. Kamiar Alaei?

7 A. Well, it would mean that the appointment would be
8 for two years and nine months and would have to be
9 renewed at that point in time or actually slightly
10 before.

11 Q. Okay.

12 MR. ROTONDI: Can we take five?

13 MR. CASTIGLIONE: Sure.

14 MR. ROTONDI: Thanks.

15 MR. CASTIGLIONE: No problem.

16 (Whereupon, a recess is taken.)

17 BY MR. CASTIGLIONE:

18 Q. Okay. If I can refer you to what had been
19 identified as Claimant's Exhibit B-1.

20 If you could take a look at what had
21 been identified as Claimant's Exhibit B-1?

22 A. Right.

23 Q. Do you recognize this document?

24 A. Yes.

25 Q. Can you explain to me what this document is?

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1 A. This is a letter or an e-mail or a note from
2 Harvey Charles, the supervisor to me, his
3 supervisor, recommending that Kamiar Alaei's
4 appointment be not renewed.

5 Q. Is it your recollection that Dr. Charles felt that
6 Dr. Alaei's appointment not be renewed?

7 A. Yes, it is.

8 Q. If I can refer you to -- And I'm sorry, before I get
9 there, is that based on conversations you had with
10 Dr. Charles?

11 A. Yes. Remember, Dr. Charles and I were in, you know,
12 weekly or so contact, and this was an important
13 item, so we were discussing it over and over again.

14 Q. Okay. So it was something you had discussed a few
15 times?

16 A. Yes.

17 Q. If I could refer you to what has been marked as
18 Claimant's B-3, which is a series of e-mails dated
19 April 28, 2018, between William Hedberg and Harvey
20 Charles?

21 A. Right.

22 Q. If you could just take a look from the bottom up?

23 A. Okay. "Harvey, are you available to sign a
24 non-renewal letter?" Right, yes. Okay.

25 Q. Were you aware that Dr. Charles felt uncomfortable

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1 making a recommendation to the Provost without a
2 basis to do so, as reflected in this e-mail?

3 A. I was aware that he was uncomfortable in making a
4 recommendation. I, personally, believed he had a
5 basis to do so.

6 Q. You just said he, personally, may have had a basis
7 to do so. What was the basis, in your opinion?

8 A. The shared information from the investigations by
9 Randy Stark and Chantelle Cleary.

10 Q. What is the -- What information are you talking
11 about?

12 A. Well, we had conversations from Harvey through my
13 office, which included Hedberg and some of the other
14 people mentioned and the President's office,
15 including Bruce Szelest, and these conversations
16 evaluated and discussed implications of the emerging
17 evidence from the Chantelle Cleary and Randy Stark
18 investigations. So my understanding was that
19 Harvey Charles had the same access to that
20 information, as did I.

21 Q. When you say that -- When you say the same evidence,
22 what exactly are you talking about?

23 A. Well, my -- Most of it is conversation. There's
24 documents that -- much of which have been presented
25 here that talk about what happened. So, for

1 example, Harvey's briefing of the GIHR staff and
2 students, which was preceded by conversations
3 between him and Chantelle and Randy Stark about what
4 could be said and what should be said and what was
5 the state of affairs. So those kinds of things were
6 happening over and over again, but I -- I have to
7 leave it at that because that's the best I can do in
8 describing it.

9 Q. If I can refer you back to Claimant's Exhibit
10 L-2 -- no, that's not L-2, that's B. I'm referring
11 you back to Claimant's Exhibit L-2, the first page
12 of what's identified as sexual misconduct response
13 report.

14 I had asked you questions and you
15 submitted, you know, answers/statements regarding
16 those Roman Numerals I, II and III.

17 A. Yes.

18 Q. When you just stated that you felt Dr. Charles had a
19 basis to support a non-renewal based on the findings
20 or what was going on in investigations, was that
21 related to findings and what was going on in those
22 investigations related to these three issues, these
23 three Roman Numerals?

24 A. Well, these three issues are the issues, as far as I
25 can tell now, but -- so I would say the answer to

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1 that is a qualified yes, because there could be
2 other information.

3 Q. So you felt there was information to support these
4 three issues to justify Dr. Charles recommending to
5 non-renew Dr. Alaei?

6 A. Well, I know that items one and two, we discussed.
7 Item three, there would be an information basis for
8 that, which we've also discussed. And the
9 information basis is a little different in each of
10 them. So in general, the answer's yes, but I'm most
11 comfortable with points one and two.

12 Q. So you're most comfortable with saying there was
13 sufficient evidence to support points one and two to
14 give Dr. Charles basis to recommend to not to renew
15 Dr. Alaei?

16 A. Yes.

17 Q. Okay. And in terms of your recollection for point
18 one about permitting Dr. Arash Alaei to conduct
19 business on behalf of GIHHR after a separation, do
20 you recall what the evidence was?

21 A. Not specifically. Not now. It was a while ago, but
22 I remember my understanding at the time that we had
23 documented that, but I can't speak to the specific
24 reasons for that documentation because of the time.
25 It was a long time ago.

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1 Q. And as to Roman Numeral II on Claimant's Exhibit
2 L-2, do you recall what the specific evidence would
3 be to support that allegation about facilitating
4 contact between Arash Alaei and GIHHR staff and
5 students during Arash's alternative assignment and
6 after his separation?

7 A. Again, I believe this information was in the reports
8 that we were receiving, both written and verbal, on
9 the progress of the investigation, something of
10 interest to the administration. And also we
11 discussed the meeting that I had with the students
12 where both of these points were raised by them
13 directly to me.

14 Q. Okay. Do you know if there was any policies SUNY
15 Albany had in place or writings relevant to number
16 one and two?

17 A. I believed that the policy was in the agreement that
18 we had -- of the first agreement with Arash, which
19 was the settlement and then the second agreement we
20 had with Kamiar, which described the terms of his
21 alternate assignment.

22 In terms of general policies, I would
23 have to just refer to the general issues in the
24 University about fulfilling your obligations to
25 arrangements like -- arrangement that Kamiar was

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1 under at the time and also general policies about
2 how to handle students and staff, et cetera. But in
3 terms of specific languages, I don't have anything.

4 Q. So was there a specific contract that Kamiar Alaei
5 signed or that was given to him prohibiting him from
6 participating or allowing contact between
7 Dr. Arash Alaei and GIHHR staff and students?

8 A. My understanding, not from direct contact with
9 Kamiar, was that this was made clear to him that
10 this was part of the reason for the alternate
11 assignment; that these are things that had happened.
12 And so that they came out of the first arrangement
13 with Arash, which was clear.

14 In terms of what Arash's behavior was
15 and what the expectations of GIHHR staff and
16 students were and, therefore, how Kamiar, as the
17 manager, would handle that.

18 Q. Do you know if Kamiar was ever specifically told
19 that?

20 A. I wasn't in the meetings with him directly, so I
21 can't say that I knew he was specifically told that,
22 but I assumed he was.

23 Q. If I can refer you back to -- if I can refer you to
24 what had previously been identified as Claimant's
25 Exhibit B-4, which is e-mails between

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1 William Hedberg, Harvey Charles, Randy Stark and
2 yourself on May 2, 2018?

3 As part of Mr. Stark's e-mail --
4 strike that.

5 Do you recall reading this at around
6 May 2, 2018?

7 A. I recall reading it and I'm going to assume it was
8 around May 2nd.

9 Q. Okay. In this, Mr. Charles -- or Dr. Charles says
10 he declined to sign the letter because he has no
11 information that can be used as a basis to recommend
12 that Kamiar not be renewed. He's not seeking such
13 information since it's clear to him that Provost has
14 decided to not renew Kamiar's contract. Had you
15 made a decision at that time to not renew Kamiar's
16 contract?

17 A. So I believe the decision to not renew was something
18 that came out fairly close to the non-renewal,
19 itself. And the reason for that is that the
20 investigation was proceeding and various people were
21 talking. So it would be natural to make the
22 decision when all the evidence was on the table
23 close to the time. So this is an inference by
24 Harvey Charles, not a decision by me.

25 Q. Did you ever talk to him about the sentiments he

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1 conveyed in this e-mail about you having decided not
2 to renew Kamiar's contract?

3 A. Not at that moment. Because we were in the busy
4 time of year. That's when May comes up, it's near
5 graduation, there's many, many things to work on.
6 And I thought that it wasn't necessary for me to
7 talk to Harvey Charles about it right away. Later
8 on, I did have a conversation with Kamiar.

9 Q. What did you discuss?

10 A. I can't recall exactly -- I can't recall exactly
11 what we discussed, but I think what I said is, you
12 know, "Why did you think that?" And he would have
13 probably given me his explanation.

14 Whatever the outcome of that
15 conversation, I know that I was satisfied with
16 Harvey Charles' answer because he remained in his
17 position.

18 Q. Were you advocating at this time that Harvey Charles
19 sign the recommendation to not renew Kamiar Alaei's
20 contract?

21 A. I was, because it was thought to be by HR the
22 standard procedure for having direct supervisor
23 afford the recommendation up. Now, ultimately, it
24 depends upon the President because the President is
25 in charge of everything. But the answer -- the

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1 short answer is yes.

2 Q. Is it typical to pursue non-renewal where the
3 supervisor of the faculty or employee declines to
4 make a recommendation for non-renewal?

5 A. Well, I've only done this here, so I can't
6 use -- speak to the word "typical," but I was
7 expecting that Harvey Charles would forward the
8 recommendation because I thought that was the
9 consensus decision of the administration, including
10 him.

11 Q. Okay. If I could refer you to what's been
12 identified as Exhibit B-6. Exhibit B-6 includes an
13 e-mail from William Hedberg to Kamiar Alaei. It
14 includes you and Harvey Charles. It's dated May 14,
15 2018, if you could take a look at this?

16 This e-mail reflects that you had
17 signed off on the form for non-renewal. What was
18 the basis for your -- I'm sorry?

19 A. Nope. Go ahead.

20 Q. Oh, okay. What was the basis for your decision to
21 sign off on the form for non-renewal of Dr. Alaei's
22 appointment?

23 MR. ROTONDI: Object to the form. You
24 can answer.

25 THE WITNESS: I'm sorry?

1 Q. He said you can answer.

2 A. Sure. The process was continuing through the
3 conversations of which I've referred a number of
4 times. And we were coming to the conclusion that
5 non-renewal was the decision. So on the basis of
6 the evidence I had -- was building up inside me and
7 the conversations I had with other people, guidance
8 from them, I did make the decision that I would
9 recommend to the President that he be non-renewed.

10 Q. So you were making a determination in your own mind
11 based upon your review of the evidence and
12 conversations concerning the investigations at that
13 point?

14 A. Yes.

15 Q. This letter refers to the next step in the process
16 is for the President to review the file and make his
17 decision. And it identifies giving Dr. Alaei five
18 working days to submit a reply response. Do you
19 recall reading a reply response from Dr. Alaei
20 concerning the non-renewal?

21 A. I do not recall, at this point, reading one.

22 Q. Okay. If I can -- I'm going to scroll down to
23 what's been previously identified as Claimant's
24 Exhibit B, sub 6, and there's a letter dated May 8,
25 2018, to William Hedberg -- and I'm just going to

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1 scroll through quickly -- from Kamiar Alaei. And do
2 you recall reading this letter?

3 A. Now that I see it, it does stipulate my
4 recollection, and I trust the date on it is correct.
5 And it does -- It is a response to Hedberg's inquiry
6 or memo.

7 Q. Okay. In this letter, and I'm identifying the
8 paragraph, it's on the second page of this May 8,
9 2018 letter. It says: "With respect to funding,
10 you can also find the projected funding required for
11 each of the two faculty lines, \$185,500, in the
12 attached Excel sheet. I've also included the actual
13 funding from 2015 to 2017 that I was able to get
14 that identified 3,916,342. Despite the absence of
15 the second faculty line, this means I was able to
16 reach over 21 times higher than the target. The
17 details of funding are listed in the attached Word
18 document."

19 As you read that, are you familiar
20 with what Dr. Alaei is referring on that matter?

21 A. So there was some general principles that
22 Bruce Szelest and I developed when he was my chief
23 of staff when I was first Provost that referred to
24 how faculty lines might be allocated. It wasn't a
25 rigid formula, but it talks about things like how

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1 much money they would bring in in grants, how many
2 tuition dollars they would teach in each department,
3 and it applied also to centers.

4 So he is using that document to make a
5 case that he was highly productive. That's how I
6 read that document.

7 Q. The raising over 21 times higher than the target, is
8 that a meaningful achievement for somebody in
9 Dr. Alaei's position at the time?

10 A. Well, the GIHHR, in general, was seen by me,
11 especially when I first became aware of them when I
12 was first appointed, as a fairly successful center,
13 in terms of many metrics, undergraduate research,
14 grants and the social mission that they were
15 involved in. So this goes back to that point.

16 Q. But is that a meaningful number, in terms of
17 achieving 21 times higher than a target as compared
18 to other employees in a similar position of
19 Dr. Alaei?

20 A. Well, that depends on the details, which are not
21 contained here and I do not recall. For example,
22 what was the funding source? Was it one grant or
23 several? And who else was around to help produce
24 that? They point out the second faculty line was
25 not present, so I can't really answer that question.

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1 But, obviously, he included it because he thinks
2 it's impressive. And I'm impressed, but before I
3 give it an evaluation, I would need to dig into the
4 details, which is what this whole process was all
5 about, getting a good conversation going between the
6 Dean and/or Harvey Charles in this case and the
7 center and then having that conversation reflected
8 back up to my level where budget allocations were
9 decided.

10 So it would be quite a long process to
11 really get behind that number and answer your
12 question.

13 Q. So at the time -- at the time you signed the
14 non-renewal, did you have that information or look
15 into the information that was being raised by
16 Dr. Alaei in this matter?

17 A. I did not look into the information. I didn't
18 dispute it, as I think I've stipulated. But it was
19 his ability to get grants was sort of not in the
20 conversation about whether he should be non-renewed
21 or terminated. These were dependent upon other
22 aspects that we've discussed in this deposition.

23 Q. Okay. Before you signed the letter for non-renewal,
24 did you have any discussions with Randy Stark or
25 Brian Selchick?

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1 A. So, again, I'm going to have to just rely on the
2 general method of operation, which was to have
3 fairly consistent discussions over time and touch
4 base with each other either directly or through
5 intermediaries, like Bill Hedberg and
6 Harvey Charles, Bruce Szelest.

7 So I think I had many conversations,
8 but I can't recall a specific one in -- at this
9 particular time. They were ongoing.

10 Q. Do you recall, before you signed off on this
11 non-renewal, whether you had conversations with them
12 specifically about the interrogation of Dr. Alaei?

13 A. Well, I believe I talked about everything that was
14 on the table. And the interrogation would have been
15 part of that, but I can't recall whether I
16 specifically discussed the interrogation at what
17 point. So I'm making an inference here that I must
18 have, but I can't say for sure that, yes, I
19 discussed the interrogation on this day.

20 Q. Okay. So in terms of your determination to agree
21 and approve non-renewal, you don't recall if you
22 considered issues raised during Dr. Alaei's
23 interrogation?

24 A. Well, I did because it was part of the general
25 report. What I'm saying is that if the report had

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1 nine sections in it, for example, hypothetically, I
2 might not, at this point in time, two years later,
3 remember section two. But certainly, I was
4 determined to do a thorough job in reaching my
5 decision, taking in all the information that was
6 available to me, and I believe the interrogation
7 results were available to me.

8 Q. Did there come a time when the President approved
9 the non-renewal of Dr. Alaei?

10 A. It had to. It required the President's approval.

11 Q. Okay. Do you -- Did the -- strike that.

12 Did the President ever explain to you
13 why he approved non-renewal of Dr. Alaei?

14 A. I recall us having conversations. Again, many
15 conversations, but not as many as with the other
16 people, because the job of the Vice President is to
17 collect information and then present it in an
18 efficient way to the President. It's the same job
19 as Randy Stark.

20 So we did discuss this many times
21 and -- but I don't know that he ever gave me an
22 analysis of his thinking. I do know what he
23 concluded.

24 Q. Okay. And his conclusion was just he approved
25 non-renewal?

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1 A. Correct.

2 Q. Do you recall a time where an issue as part of the
3 renewal was whether Dr. Alaei was entitled one year
4 versus two years of employment as part of any
5 non-renewal?

6 A. That was something that I would have left to HR,
7 because it wasn't necessarily part of the academic
8 management decision. So I think there was
9 discussion of that, but I don't think I had a
10 position because I -- it was not in my purview.

11 Q. Okay. So in other words, in terms of your
12 participation, you would have deferred to whatever
13 HR felt was appropriate for the one year versus two
14 years?

15 A. HR and, of course, the President.

16 Q. Okay. Do you recall what HR's position was on that
17 one year versus two-year issue?

18 A. I don't recall. Sorry.

19 Q. Okay. Do you know, would Kevin Williams have any
20 understanding about whether or not an employee, such
21 as Dr. Alaei, was entitled to one or two years of
22 employment based upon Dr. Williams' experience?

23 A. Well, he was a senior member of the administration
24 as a Vice Provost and a long-time member of the
25 University community. So on those bases, I would

1 assume he would. But his portfolio wasn't really
2 this area. His portfolio was management of the
3 graduate school.

4 So many of the senior staff would come
5 in to help us make decisions and use their
6 collective wisdom. So the answer is that he might
7 have some expertise, but I wouldn't be aware of what
8 it would be because it would be part of his general
9 knowledge of how the University works.

10 Q. Are you familiar with the term "evergreen contract"
11 or "evergreen appointment"?

12 A. Yes.

13 Q. Do you have any understanding -- or strike that.

14 Can you explain to me what your
15 understanding is of the term "evergreen contract" or
16 appointment?

17 A. So my understanding was it was a way to give someone
18 a multi-year appointment and then renew them before
19 the contract comes up at the end, and that would
20 convey to the person a certain security. Not quite
21 like having tenure, but you wouldn't have to worry
22 as much, hence the term "evergreen."

23 Q. Okay. And do you know, from Dr. Alaei, whether he
24 was given any metrics as part of an evergreen
25 appointment that he possibly received?

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1 A. I would have to look at the documentation around
2 appointment for that, and I was pushing the
3 University to become more quantitative in some of
4 these things, so I don't recall where we were with
5 him at that time.

6 Q. After Dr. Alaei's interrogation in May 2018, are you
7 aware of the status of the various -- let me strike
8 that.

9 After Dr. Alaei's interrogation in
10 May 2018, are you -- were you aware of the status of
11 the investigation being conducted by Title IX at
12 that point?

13 A. Could you repeat the question, please?

14 Q. Sure.

15 After Dr. Alaei's interrogation in
16 May 2018, did you have any understanding about the
17 status of the Title IX investigation at that point?

18 A. We were getting close to the decision point, as I
19 recall, so I believe the Title IX investigation was
20 wrapping up.

21 Q. Okay. What about at the investigation by human
22 resources and Mr. Stark and Mr. Selchick?

23 A. I think that was in a similar state, although I'm
24 not sure as much about that because they had this
25 event that you just referred to, interrogation.

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1 Q. If I could refer you to what had been previously
2 identified as Claimant's Exhibit D?

3 As to Dr. Alaei's response letter
4 concerning the non-renewal, did he provide a
5 quantitative metric for his appointment for
6 your -- or for review by the President?

7 A. There's some quantitation in the response that you
8 just read, the 21 times higher, and I think so
9 that's -- the answer to that would be, yes, in this
10 way. Just leave it at that.

11 Q. I'm showing you what's been previously marked as
12 Claimant's Exhibit D-2. This is an e-mail from
13 Randy Stark to Valerie Ayers and others, dated
14 July 6, 2015. If you could take a second or few
15 minutes, whatever, to read this one? Sorry.

16 A. Okay.

17 Q. In this e-mail, Mr. Stark identifies his opinion
18 that the misconduct allegations were unfounded
19 concerning Dr. Alaei. Did Mr. Stark ever convey
20 that to you?

21 A. I believe we discussed this towards the end. This
22 is why we wanted to wait for the investigations to
23 play out. So whether Mr. Stark conveyed it to me or
24 someone else did, I can't say. But I do think that
25 I knew about this.

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1 Q. When you learned about this, did it cause you to
2 have any second thoughts or reconsider the issue of
3 non-renewing, Dr. Alaei?

4 A. Well, the basis for my non-renewal was captured well
5 in your earlier memo where we discussed the three
6 Roman Numerals and I was really keying off of
7 numbers one and two.

8 Q. So that would be --

9 A. And so the answer would be no because of numbers one
10 and two.

11 Q. Okay. So referring back to Claimant's Exhibit L-2,
12 you're referring to Roman Numerals I and II on this
13 first page of L-2?

14 A. Right.

15 Q. Okay.

16 A. Particularly, number two. Arash, GIHHR staff and
17 students, facilitated contact after separation.

18 Q. Do you know whether Mr. Stark and Mr. Selchick
19 determined that there was no support for those
20 allegations, Roman Numeral I and II?

21 A. Well, I believe that we had decided that that was
22 the issue, so I assumed there was support. What I
23 can't recall now is any specific documentation from
24 Stark or others that said that. It was the
25 consensus of the management team that that was the

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1 issue. So I'm sorry, it's been a while. I just
2 can't recall a specific example.

3 Q. In this Exhibit D-2, Mr. Stark refers to: "We are
4 going to non-renew him and buy him out."

5 So non-renewal is referring to your
6 approval and the President's approval, as we've gone
7 through already, in terms of not renewing
8 Dr. Alaei's employment term?

9 A. Correct.

10 Q. Okay. And then what is buying him out?

11 A. So there's a contract and the contract specifies
12 that there is money in it. So this would be a
13 decision that I would probably not be involved in,
14 because it's really HR and finance and wouldn't be
15 in my purview. My purview would finish with whether
16 the appointment should be non-renewed or not.

17 Q. So you had no involvement in the decision to buy out
18 Dr. Alaei?

19 A. Yes, that's correct, I had no involvement in that
20 decision, at least as far as I recall.

21 Q. I can show you what was previously marked as
22 Claimant's Exhibit I-4.

23 Claimant's Exhibit I-4 includes an
24 e-mail from Bruce Szelest, dated July 23, 2018, to a
25 number of individuals. It looks like Mr. Stellar,

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1 you are included as a cc'd recipient. Just take a
2 look at this.

3 A. Right.

4 Q. Do you recall this e-mail?

5 A. Yes.

6 Q. This e-mail refers to a meeting. Do you recall the
7 meeting referred to?

8 A. There was so many meetings, I can't recall this
9 specific one, but I'm sure it's correct that there
10 was one.

11 Q. And this reflects that the President was approving a
12 course of action, including non-renewal and buying
13 out?

14 A. That's what it says.

15 Q. Okay. Was there any discussion at this meeting
16 about the findings by Mr. Stark and Mr. Selchick as
17 to what their opinions were as to the allegations as
18 to Roman Numerals I, II and III from the Claimant's
19 Exhibit L-2, which was the sexual misconduct
20 response report?

21 A. So that's a very specific question, and I'm not sure
22 that I can recall whether it was discussed in that
23 meeting. But these kinds of things were discussed
24 in every meeting, and so my suggestion is -- or my
25 thought is if it wasn't discussed, then it was

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1 assumed because it was discussed in a previous
2 meeting.

3 Q. Okay. And ultimately, you determined to terminate
4 Dr. Alaei's employment and buy him out?

5 A. Right.

6 Q. In August; is that correct?

7 A. I believe that's correct.

8 Q. I'm showing you what has been previously marked as
9 Plaintiff's Exhibit B-8. And this document, this
10 April 10, 2018 letter, is reflective of that?

11 A. Yes.

12 Q. And was the -- did you have -- strike that.

13 Did you have any conversations with
14 the President that the President was agreeing to
15 this or approving this based on a determination
16 about Roman Numerals I and II from that sexual
17 conduct report being substantiated?

18 A. Well, the President was briefed by a number of
19 people, including Randy Stark. And I'm not sure
20 that I was in every meeting with him, so it's hard
21 for me to say what he based his decisions on.

22 I would have strongly recommended that
23 I and II were sufficient, so I don't know what else
24 he used in his making this decision. But I -- I
25 don't recall us going over one, two, three like we

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1 just did here. It was more of an ongoing general
2 discussion evidence based over many months.

3 Q. During your time with SUNY, did you ever deal with
4 any other non-renewal efforts for faculty?

5 A. So this is another good question. There are
6 literally hundreds of faculty; 600 or so tenured and
7 another 7,800 adjuncts. And I'm reluctant to say
8 that I hadn't, because I'm sure I did, but I just do
9 not recall at this moment dealing with a
10 non-renewal, and certainly not at this level.

11 Q. Do you recall any instances where an employee was
12 subject to a disciplinary investigation during your
13 time and human resources determined not to impose
14 discipline, but otherwise that employee was then
15 terminated?

16 A. So this is, again, something that I can't really
17 speak to because I stayed within my zone, which was
18 to manage the academic affairs. And once things
19 would come up where there would be disciplinary
20 matters, I would be informed. And if anybody from
21 the academic side discovered something like this, it
22 would be immediately referred to the appropriate
23 office, say, Title IX or HR.

24 So I really wasn't involved in these
25 things. I would be consulted because this would be

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1 a position in the University which would have
2 to -- we would have to make a decision about whether
3 to fill it. So I would come in sort of more or less
4 after the matter, and that's, I think, weakening my
5 recollection, because I really don't recall.

6 Q. And would you say your extent of involvement in this
7 disciplinary investigation concerning Dr. Alaei was
8 more -- was not as typical as your other involvement
9 in -- strike that.

10 Would you characterize your
11 involvement in this disciplinary investigation
12 concerning Dr. Alaei as unusual as compared to other
13 disciplinary investigations during your time?

14 A. I would say yes, because it was high profile and,
15 therefore, I was a bit more involved than I would
16 have been in other activities like that.

17 Q. When you say "high profile," what are you referring
18 to?

19 A. The two brothers were brought here with great
20 promise and delivered on that in the very beginning
21 of their time here. As I mentioned earlier in my
22 deposition, they were good with undergraduates,
23 promoting their research and so on. They were good
24 with grants. They were fulfilling the social
25 mission.

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1 So this was an important center and
2 Jim Dias and I visited it a few times, for example,
3 to show our support for it. So, therefore, it was,
4 by my definition by that, high profile.

5 MR. CASTIGLIONE: Okay. Can we just
6 take a minute or two break and then I'll wrap
7 it up?

8 (Whereupon, a recess is taken.)

9 MR. CASTIGLIONE: Okay. I don't have
10 any other questions, so we can stop at 4:17.

11 (Transcript requests are as follows.)

12 MR. CASTIGLIONE: Standard delivery,
13 E-mail only.

14 (Whereupon, the above-titled matter
15 was concluded at 4:17 p.m.)
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I N D E X P A G E

WITNESS:

JAMES STELLAR

EXAMINATION BY MR. CASTIGLIONE 4

E X H I B I T S

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(Whereupon, no exhibits were marked.)

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C E R T I F I C A T I O N

STATE OF NEW YORK:
COUNTY OF WARREN:

I, Deborah M. McByrne, do hereby certify that the foregoing testimony was duly sworn to; that I reported in machine shorthand the foregoing pages of the above-styled cause, and that they were prepared by computer-assisted transcription under my personal supervision and constitute a true and accurate record of the proceedings;

I further certify that I am not an attorney or counsel of any parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

WITNESS my hand in the City of Queensbury,
County of Warren, State of New York

A handwritten signature in cursive script, appearing to read 'D. McByrne', is written over a horizontal line.

DEBORAH M. McBYRNE
Court Reporter

JAMES STELLAR

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DECLARATION/WITNESS CERTIFICATION

Case: Alaei v. State University of New York

Witness: James Stellar

Deposition Date: April 9, 2021

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

JAMES STELLAR

Sworn to before me, this ____ day
of _____ 20____ .

[_____](print)
Notary Public.

Registration No: _____

State of _____

Qualified in _____ County.

My commission expires _____.

JAMES STELLAR

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DEPOSITION ERRATA SHEET

Case: Alaei v. State University of New York

Witness: James Stellar

Deposition Date: April 9, 2021

Reason Codes:

1: To clarify the record

2: To conform to the facts

3: To correct transcription errors.

PAGE/LINE

CORRECTION

REASON CODE

JAMES STELLAR

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DEPOSITION ERRATA SHEET

PAGE/LINE

CORRECTION

REASON CODE

_____ Subject to the above changes, I certify
that the transcript is true and correct.

_____ No changes have been made. I certify that
the transcript is true and correct.

JAMES STELLAR

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